MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 2, 2022/2023

USL2612 SPORTS LAW

(All Sections / Groups)

14 July 2023

Reading Time: 9.00am- 9.15am
Answering Time: 9.15am- 12.15pm
(3 Hours 15 Minutes)

INSTRUCTIONS TO STUDENTS

1. Students will have fifteen minutes during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining THREE HOURS in which to answer the questions.
2. This Question paper consists of 3 pages with 4 Questions only.
3. Attempt **one (1)** question from **Part A**. Answer all questions from **Part B**. All questions carry equal marks and the distribution of the marks for each question is given.
4. Please write all your answers in the Answer Booklet provided.

PART A

ANSWER ONE (1) QUESTION

QUESTION 1A

Sexual Harassment in sports amounts to a crime and is punishable by law.

Discuss this in the context of the victim, the harasser and the policy on sexual harassment in sports.

(Total: 25 marks)

QUESTION 1B

The rules on Stadium safety and liabilities strike an appropriate balance between the legal obligation of the management and the extent of the spectators' obligations.

Explain with reference to statutory provisions and case laws.

(Total: 25 marks)

Continued...

PART B (COMPULSORY)

ANSWER ALL QUESTIONS

QUESTION 2

Webber is a professional football player for Selangor FA in the Super League Malaysia. During a random test for doping in accordance with the rules of the World Anti-Doping Agency (WADA), he was found to be positive.
Webber denied that he had consumed any banned substances knowingly and he is not to be blamed for the findings.

Explain the rules of strict liability in doping, the sanctions that may be applied to him for anti-doping violations and his fundamental rights in a doping allegation.

(Total: 25 marks)

QUESTION 3

Navaratnam a Malaysian footballer is charged with indiscipline for bringing the game into disrepute in a recent match. He was referred to the tribunal of the disciplinary Committee of the Football Association of Malaysia (FAM) which must refer to Sports Development Act (SDA) 1997 for the internal procedure for the resolution of the dispute. However, in compliance with the section 23 of SDA 1997 the dispute remained unresolved and Navaratnam now seeks your advice.

Demonstrate to Navaratnam the provisions in SDA for the appeal procedure and discuss any concerns that he may confront in seeking justice to address his matter.

(Total: 25 marks)

QUESTION 4

Ali Babur has been in the golf equipment business in Malaysia since 1974 and is self-styled as AB Golf with a red and blue stripe as the logo. He has franchised many outlets in Malaysia. His AB golf stick was a household name in Malaysia.

Abbot Benson began trading in Petaling Jaya in February 2010, selling badminton equipment. Its outlet carries the words AB Sports with the initial AB in red and blue and a picture of a Badminton T-shirt.

Ali Babur commenced an action at the High Court of Malaya at Kuala Lumpur against Abbot Benson on the grounds that the "AB" prefix was distinctive to Ali Babur's golf outlet throughout Malaysia in conjunction with the golf-related business and there was an intention on the latter to deceive the public.

Continued...

Abbot Benson submitted that Ali Babur's claim was frivolous, vexatious and had no basis and seek to dismiss the claim.

With reference to statutory provisions and case laws, assess the possible infringement of the intellectual property rights in the above scenario.

(Total: 25 Marks)

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MULTIMEDIA UNIVERSITY

STUDENT ID NO

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FINAL EXAMINATION

TRIMESTER 2, 2022/2023

ULK2612 – LAW OF BANKING

(All Sections / Groups)

14 JULY 2023

Reading Time: 9.00 a.m. – 9.15 a.m.
(15 Minutes)
Answering Time: 9.15 a.m. – 12.15 p.m.
(3 Hours)

INSTRUCTIONS TO STUDENT

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.

2. This Question paper consists of 3 pages with 5 Questions only.

3. Answer **ALL** Questions in **PART A** and choose **ONE** (1) Question in **PART B**. All questions carry equal marks and the distribution of the marks for each question is given.

4. Students are only allowed to bring in CLEAN AND ORIGINAL COPY of the following statutes into the exam venue:
   i. Bills of Exchange Act 1949 of Malaysia;
   ii. Financial Services Act 2013;
   iii. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001; and
   iv. Contracts Act 1950.

   "Clean" is defined to include no tagging, no annotation either by the publisher or anyone else, and no erased marking. Highlighting and underlining are also prohibited.

5. Please write all your answers in the Answer Booklet provided.

PART A:
ANSWER ALL THE QUESTIONS

QUESTION 1

The relationship between a banker and an individual has been discussed and investigated in numerous common law and local cases to determine whether the said individual is a bank's customer.

Discuss the standards used by courts to determine whether a specific person is a customer of a bank with reference to pertinent decided cases and statutory provisions.

(Total: 25 marks)

QUESTION 2

Ms Surya called Mr Razit, an employee of Multimedia Bank Bhd (MBB), at around 10.00 a.m on May 10, 2023. Ms Surya asked him to request MBB to stop paying an RM15,000 check made out to Ms Kitty and bearing the number 10032023 that had been drawn from Ms Surya's current account. Mr Razit informed Ms Surya that MBB could only halt the payment after receiving her written authorisation. According to Ms Surya, getting to MBB would take her about an hour. The check was passed using the electronic check-clearing system at 11:00am. Ms Surya brought a written request to halt payment to MBB's office at 11:20am but was told that the check had already cleared.

In her agreement with MBB, Ms Surya agreed to the following:

"Complete written instructions and information fully identifying the cheque, including (a) the cheque number; (b) the date of issue; (c) the payee's name; and (d) the amount, should be provided to the Bank if the customer wishes to countermand or stop payment of a check that the customer has drawn. These directions are not a requirement for the Bank to follow. If the Bank agrees to carry out these instructions, the Bank shall have a reasonable amount of time to do so and shall not be liable to the Customer if such instructions are not carried out right away or for any other cause. The Customer will complete any additional paperwork that the Bank requests once they have received these directions."

Assess the rights and duties of Ms Surya and MBB in the above situation.

(Total: 25 marks)

Continued...

QUESTION 3

On the 15 August 2022, at about 10.00 p.m. Careless wanted to deposit RM5,000 cash into his current account bearing account number 4322457, using the cash deposit machine located at the lobby of Tech Bank Bhd. As Careless was keying in the account number, he was distracted by a call from his handphone. As he answered the call Careless mistakenly keyed in the account number 4322456 which belonged to Ms Lucky and deposited the RM5,000/-. Careless only realised his mistake upon checking the cash deposit receipt. He immediately called Tech Bank Bhd.'s toll free number to report the mistake. The next morning, he approached Tech Bank Bhd.'s manager with the receipt to recover his money. When Tech Bank Bhd. contacted Ms Lucky, she refused to cooperate. Careless then requested Tech Bank Bhd. for Ms Lucky's particulars and contact details so that he could attempt to contact her and explain the situation himself.

a) Assess Tech Bank Bhd whether they may provide Careless with Ms Lucky's contact details.

(15 marks)

b) Assess Careless on his remedies in the event that Tech Bank Bhd refuses to disclose Ms Lucky's contact details.

(10 marks)

(Total: 25 marks)

Continued...

PART B:
ANSWER ANY ONE (1) QUESTION ONLY

QUESTION 4

Home Renovations Sdn. Bhd. (HRSB) operated a current account with Amanah Bank Bhd.'s (ABB) branch at Jalan Ayer Keroh, Melaka. On 12 March 2023, HRSB's office was broken into and burgled. The following morning, Chris, the accounts clerk who was the first to come into the office, discovered the break in and three cheques that were kept in her drawer were missing. In the absence of the Manager, she immediately called ABB and reported the theft of three cheques, bearing numbers 4100138, 4100139, 4100140 with instructions not to pay out on the said cheques. This was followed by a letter dated 14 March 2023 from the Manager. However all three cheques had been cleared before the receipt of the letter. Consequently HRSB sued ABB for wrongfully debiting its account and demands repayment on the stolen forged cheques in the total sum of RM 180,000.

Advise ABB on its liabilities if any.

(Total: 25 marks)

QUESTION 5

It has been claimed that the Selangor United Rubber Estate v. Craddock ruling expanded the scope of a bank's duty of care to its customers.

Interpret the said case.

(Total: 25 marks)

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